

November 4, 2020

Janine King
Village Manager
Village of Croton on Hudson
1 Van Wyck Street
Croton on Hudson, New York 10520

*Re: Professional Services Proposal for Review of Proposed Solar Energy Project at the
Hudson National Golf Club
Chazen Proposal No. PM202.27*

Dear Ms. King:

The Chazen Companies (Chazen) are pleased to submit this proposal for professional services related to the review of a proposed Solar Energy Project at the Hudson National Golf Club ("the Project").

We understand that the Village of Croton-on-Hudson desires assistance with review of planning, engineering and environmental issues associated with the Project. Such assistance will be provided to both the Village Board and the Village Planning Board for their areas of jurisdiction.

The following presents our proposed Scope of Services, Schedule and Fee.

SCOPE OF SERVICES

Task 1 - Technical Review of Project Application

Chazen will provide technical review of the Project Application. Such review will include, but may not be limited to:

- Determining whether the application complies with the requirements of the Village's solar law
- Assistance with the SEQRA review, including preparation of EAF Parts 2 and 3 and preparation of Determination of Significance
- Review of stormwater and erosion control plans
- Review of visual impacts
- Review of natural resource impacts and mitigation, including mitigation for tree removal
- Other issues as requested by the boards

Chazen will attend a site walk and will attend board meetings as requested. Chazen's comments will be provided in the form of memorandums sent in advance of board meetings.

Task RE00 — Reimbursable Expenses

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, photocopying, map reproductions, etc. An initial budget of \$100 has been included in the fee schedule for Reimbursable Expenses. Reimbursables will be billed in accordance with the Billing Rate Schedule in effect at the time of incurring the expense.

SCHEDULE

We are prepared to begin work on this project immediately and will conduct reviews and prepare comments in order to be responsive to the board's meeting schedules.

FEE

Chazen proposes to bill on a Time and Materials basis in accordance with our standard rate sheet, a copy of which is attached. We recommend that you establish an initial budget of \$7,500. It is possible that it will be necessary to exceed this amount in order to complete the Scope of Services for the Project. We will not exceed the total estimated fee without obtaining written authorization from you.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be tracked under Task RE00.

AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please feel free to contact me at (518) 469-2328 or smesinger@chazencompanies.com if have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Stuart F. Mesinger, AICP, Principal
Vice President, Land Development Services

Attachments: Standard Agreement, Billing Rate Schedule

CC: All Proposal CC

AGREEMENT MADE this _____ day of _____ 2020 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and _____ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated _____, 2020 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES

Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

**BILLING RATE SCHEDULE
EFFECTIVE JANUARY 2020**

BILLING TITLE **HOURLY RATE**

Senior Principal \$253

Senior Professionals

Senior Professional V \$234

Senior Professional IV \$216

Senior Professional III \$201

Senior Professional II \$187

Senior Professional I \$174

Professionals

Professional V \$162

Professional IV \$151

Professional III \$144

Professional II \$137

Professional I \$129

Technicians

Technician VI \$123

Technician V \$116

Technician IV \$108

Technician III \$102

Technician II \$96

Technician I \$84

Project Administrator II \$90

Project Administrator I \$84

ATR Survey \$790

per week per unit plus travel

Labor charges include administrative services, telephone, US mail and facsimiles.

DIRECT COSTS: Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS: Subcontractors work will be billed at actual cost plus **15%**.

BILLING: Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.